



Registration of a Charge

Company name: **CITY OF LONDON REAL PROPERTY COMPANY LIMITED(THE)**
Company number: **00001160**



Received for Electronic Filing: **16/08/2018**

Details of Charge

Date of creation: **10/08/2018**
Charge code: **0000 1160 0064**
Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED AS OBLIGOR SECURITY TRUSTEE**
Brief description: **THE LEASEHOLD LAND BEING AIRSPACE OF PART OF 1 NEW STREET SQUARE, LONDON DEMISED BY A LEASE DATED 10 AUGUST 2018 AND MADE BETWEEN (1) LS 1 NEW STREET SQUARE LIMITED AND (2) THE CITY OF LONDON REAL PROPERTY COMPANY LIMITED.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**JENNIFER MCCABE FOR AND ON BEHALF OF CMS CAMERON
MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1160

Charge code: 0000 1160 0064

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2018 and created by CITY OF LONDON REAL PROPERTY COMPANY LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2018 .

Given at Companies House, Cardiff on 20th August 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATE: 10 August 2018

MORTGAGE RELATING TO THE REAL PROPERTY SPECIFIED IN THE SCHEDULE

Between

THE CITY OF LONDON REAL PROPERTY COMPANY LIMITED
(as Obligors)

and

DEUTSCHE TRUSTEE COMPANY LIMITED
(as Obligor Security Trustee)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
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F +44 20 7367 2000
cms.law

THIS MORTGAGE is made by way of deed on 10.08.2018 by:

- (1) **THE CITY OF LONDON REAL PROPERTY COMPANY LIMITED** (registered in England and Wales number 1160) (the "**Obligor**") in favour of:
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (company registration number 00338230) in its capacity as obligor security trustee for the Obligor Secured Creditor (the "**Obligor Security Trustee**" which expression shall include all persons for the time being the security trustee or security trustees of the Obligor Security Documents).

THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms defined in Schedule 12 (*Master Definitions Schedule*) of the Common Terms Agreement dated 3 November 2004 between, *inter alios*, the Obligor Security Trustee and Land Securities Capital Markets PLC (the "**Common Terms Agreement**") shall have the same meanings when used herein and the principles of interpretation set out in such Schedule 12 shall apply in the construction hereof.

2. MORTGAGE

The Obligor charges with full title guarantee in favour of the Obligor Security Trustee, as continuing security for the payment and discharge of the Secured Obligations, by way of first ranking legal mortgage, the freehold and leasehold property specified in the Schedule (Mortgaged Property) (the "**Mortgaged Property**").

3. IMPLIED COVENANTS FOR TITLE

- 3.1 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to **clause 2** (Mortgage).
- 3.2 It shall be implied in respect of **clause 2** (Mortgage) that the Obligor is disposing of the Mortgaged Property free from all charges and Encumbrances (whether monetary or not) and from all rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE LAND REGISTRY

The Obligor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 10.08.2018 in favour of Deutsche Trustee Company Limited referred to in the charges register."

5. FURTHER ADVANCES

The Obligor hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6. GOVERNING LAW

This Mortgage is governed by English law.

THIS MORTGAGE has been executed as, as is intended to take effect as, a deed by each of the parties hereto and is delivered by them on the date specified above.

SCHEDULE MORTGAGED PROPERTY.

Property Description

Title Number

The leasehold land being airspace of part of 1 New Street Square, London demised by a lease dated 10.08.2018 and made between (1) LS 1 New Street Square Limited and (2) The City of London Real Property Company Limited.

To be registered

